

**DECLARATION OF COVENANTS
STIPULATIONS AND RESTRICTION OF
GOLF VIEW ESTATES**

STATE OF TEXAS

COUNTY OF HIDALGO

The Declaration of Covenants, Stipulations and Restrictions of GOLF VIEW ESTATES AMENDED PHASES I AND II remain intact as filed and recorded. The replacement covenants apply to the lot owners.

WITNESSETH

WHEREAS, GOLF VIEW ESTATES PHASES I AND II is a subdivision located in Hidalgo County, Texas hereinafter referred to as Golf View Estates (GVE).

WHEREAS, in an instrument dated June 19, 1991, executed by Jack Martin and recorded, as Document No. 217787, Volume 3095, Pages 454-458, Official Records of Hidalgo County, Texas, certain Covenants and Restrictions were established governing the property described as follows.

A Subdivision of 16.58 AC of Land Out of a Certain 412.43 AC. Tract Out of Portion 79, Hidalgo County, Texas. Said property being also known as GOLF VIEW ESTATES PHASE I, comprised of 2 through 59 and lots 1A through 18A, inclusive; reference to Vol. 26 page 153. Whereas lot 8 is the "Green Area-Golf Starter Shack" and lot 52-A is the "Green Area-Golf Putting Green".

WHEREAS, an amended map or plat of Golf View Estates Phases I amended was filed in Volume 28, page 151-A of the map records of Hidalgo County, Texas, said amended Phase I to include lots 2 through 59, lots 1A through 18A and lots 60 through 63.

WHEREAS, it was the intent of Rick Martin to have the covenants described above to apply to GOLF VIEW ESTATES PHASE II.

WHEREAS, the above-described Covenants do not contain any Amendment provisions.

WHEREAS, an instrument dated February 28, 1997 executed by Rick A. Martin and recorded as Document No. 586607 Volume 3535 Pages 55-56, Official Records of Hidalgo County, Texas certain lots in GOLF VIEW ESTATES PHASE II were added to the restrictions described in the original recorded restrictions described above and the restrictions and covenants filed for PHASE I were also to be in effect for GOLF VIEW PHASE II. Said property being also known as GOLF VIEW ESTATES PHASE II, comprised of lots 64 through 131, reference to Vol. 30, page 35. Whereas Lot 131 is the Common Area-Recreation Center, which includes the Clubhouse Building, swimming pool and outdoor recreation and raw land areas.

WHEREAS, the lot owners wish to ratify and consent to these Covenants, Stipulations and Restrictions.,

WHEREAS, the Covenants, Stipulations and Restrictions do not lessen the previously recorded covenants to any extent.

SECTION I

Now therefore, the lot owners, hereby declare their intent to adopt the Declaration of Covenants, Stipulations and Restrictions for GOLF VIEW ESTATES AMENDED PHASES I AND II, as recorded as stated above. This Declaration of Covenants, Stipulation and Restrictions shall apply to GVE Lot Owners, hereinafter referred to as GVEPOI (Golf View Estates Property Owners, Inc.). Declarants hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following Declaration of Covenants, Stipulations and Restrictions, as restated herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the above described properties, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. This restatement of the Declaration of Covenants, Stipulations and Restrictions, shall replace all prior Declarations and Amendments and shall operate as covenants running with the land for the benefit of each of the parties having any right, title or interest, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

SECTION II – RESIDENTIAL SUBDIVISION FOR PERSONS OVER 55 YEARS OF AGE

All GVEPOI Lot Owners restrict the use of the property so that it is a private, residential Subdivision in which eighty (80) percent of all its lots are occupied by at least one person 55 years of age or older, and the remaining twenty (20) percent of the lots to be occupied by at least one person 50 years of age or be a surviving spouse or significant other. The restrictions, stipulations and conditions set out below are designed to maintain this intent. All homeowners and guests must abide by the rules developed by the Board of Directors for their residence, the pool and other common areas of the association. A child under 18 years of age may visit the property for a period of not more than thirty (30) days in any one calendar year. No guest children under 18 years of age shall be permitted to use the pool or common area unless accompanied by their adult host. A residence may be rented or leased for a period greater than 30 days. Maximum occupancy for a home is two times the number of bedrooms in a residence. Families and guests are an exception and permitted to stay for a period not to exceed 30 days,

1. No Lot Owner shall occupy or use his lot or residence and such outbuilding as are customarily appurtenant thereto or permit the same or part thereof to be occupied or used for any purpose other than as a Private Residence of the Owner, his family, guests, and tenants. Family or guests are allowed to stay up to 30 days in any calendar year in any outbuildings, guesthouse, or recreational vehicles. No Owner shall collect rent for the usage of any outbuildings, guesthouse, or recreational vehicles.
2. No Lot Owner or assignee shall operate a home-based business/work where patrons come

to pick-up products, receive services and/or drop-off items for service. Lot Owners and assignees can perform other types of business/work from home as long as there is no business traffic to and from the residence and no community appearance of the business such as signs, vehicles, trailers, and/or equipment in the community or at the residence. All home-based business/work shall comply with other GVE Covenants and Bylaws.

3. Garage Sales and rummage sales can only be conducted the day the GVE Activity Committee has a subdivision wide sale unless a Lot Owner received approval from the ACC.
4. No property in the Subdivision shall be conveyed whether by sale, lease, release, or renewal of an existing lease to any part buying, leasing, release or renewing a lease for the benefit of an identified or prospective occupant grouping which would cause the Subdivision to be occupied with less than 80% of lots occupied with at least one person 55 years of age or older. For the 80% of lots occupant grouping, at least one member of such identified or prospective occupant grouping being fifty-five (55) years of age or older. Nothing contained in this Subsection shall prohibit the conveyance of property to: (a) parties taking possession and/or ownership of such property for the benefit of one or more relatives age 50 or older and such relative or relatives in fact being the actual occupants of such property; (b) households purchasing property for future occupancy for such future time as when at least one person belonging to such household is 50 years of age or older; provided however that such conveyance shall not cause the GVEPOI Subdivision to be out of compliance with the following occupancy limitations; No property in the Subdivision shall be conveyed by any means, whether by granting, by sale, lease, release or renewal of an existing lease to any part buying, leasing, release or renewing a lease for the benefit of an identified or prospective occupant grouping which would cause the Subdivision to be occupied with greater than 20% of lots occupied with at least one person who is 50 years of age or older, per residential unit, is in residence; temporary and limited absences excepted. Owner or Lessee's must provide BOD with proof of or completed rental form of all individuals occupying a home in GVE.
5. By acceptance of a conveyance of property in this Subdivision, the Grantee or Grantees therein contract and agree to be bound by the above rules and prohibitions. Any Owner who allows his Tenant or Tenants to violate these or any other covenants shall be liable and held responsible for his Tenant's acts.

SECTION III – Architectural and Compliance Committee (ACC)

1. No house structures, drives, patios, awnings, outbuildings, or fences shall be placed on or erected or altered on any lot until construction plans and specifications and plot plans showing the location of the house and structures have been submitted to and approved by the Architectural and Compliance Committee, as to quality of workmanship and material, harmony of exterior design and suitability of location. The ACC shall be appointed by the Board of Directors of GVEPOI and serve for the term of two (2) years.
2. A majority of the ACC may designate a representative to act for it and may also petition

the Board of Directors to remove any member and designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

3. If the ACC or designated representative fails to approve or disapprove any proposal submitted by owners, within thirty (30) days after the plans and specifications have been received, and in any event if no suit to enjoin the construction has commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
4. All applications after committee approval must be signed by designated board member and then reported to the BOD.

SECTION IV – Alternative Dispute Resolution

1. A GVE Member is entitled to an opportunity to resolve a violation of the GVE Covenants or any rules set by the GVE BOD. A GVE Member has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter before a five (5) person Alternative Dispute Resolution Committee (ADRC) appointed by the BOD or before the BOD if the board does not appoint an Alternative Dispute Resolution Committee (ADRC). The Committee shall in all respects comply with Section 209.007 of the Texas Property Code.

SECTION V – Assessments and Special Assessments

1. Lot Assessments and Special Assessments shall be assessed against each lot as set out in the BYLAWS of GVEPOI. NON-PAYMENT OF ASSESSMENTS OR SPECIAL ASSESSMENT SHALL BE CONSIDERED A BREACH AND VIOLATION OF THE COVENANTS SUBJECTING THE LOT OWNER TO THE REMEDIES AVAILABLE TO HOMEOWNERS' ASSOCIATIONS UNDER SECTION 202.004 OF THE TEXAS PROPERTY CODE, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES. All funds collected by the GVEPOI will be deposited in a bank account and will be used for the maintenance of the common areas, lights, gates, security and anything else GVEPOI deems necessary to ensure the safety and the property values of GVEPOI.

SECTION VI – Recreation Center

1. A recreation center; comprised of a clubhouse; swimming pool; shuffleboard courts; outside areas which include driveway and parking area, lights and including the land designated for their construction shall be maintained by GVEPOI, a Texas Non-profit Corporation.
2. The Board of Directors of GVEPOI shall control directly, or through appointed committees, the scheduling and use of the recreation facilities for meetings, social gatherings, parties, etc. All use must meet BOD approved guidelines and meet Bylaws and Covenants

SECTION VII – Restrictions

- 1. Lots** - The subdivision shall be limited to and restricted to single family, single-story brick houses having a minimum of nine hundred (940) square feet of living area plus patios, garage, carport area or outbuildings. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and received approval for occupancy from all governmental agencies having jurisdiction and authority with respect thereto.

No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot, provided, however, that the ACC may grant permission for any such temporary structures as may be approved but shall not be used at any time as a dwelling place.

No outside toilets. The exception being a temporary toilet during construction and the toilet must be maintained to eliminate offensive odors. The temporary toilet must be removed upon completion of construction.

No water well shall be constructed on any lot, any structure requiring water will be connected to the water service provided to each lot. All plumbing fixtures, dishwashers, toilets, etc. shall be connected to the sanitary sewer system provided to each lot.

Every building, structure, dwelling or their improvement which is constructed or placed on any lot in said subdivision shall comply with all applicable laws, ordinances, building codes, rules, and regulations.

- 2. Yards** - Minimum set back of structures are as follows: Front Yard; Twenty-five (25) feet from the curb (Note: eleven feet easement). Side Yard: Six (6') feet (except as applicable to Garden Homes). Rear Yard: Five (5) feet unless perimeter lot.

All plants, trees and shrubs should be maintained to preclude any obstructions or litter on neighbor's property.

Fencing shall be limited to the rear fifty (50) percent of the lot and not less than eleven (11) feet from street corner lots with side streets. All fencing must be open chain link with a maximum height of forty-eight inches. GVE prefers no fencing on lots bordering the golf course. All fencing must be approved by the ACC Committee. GVE will follow state laws regarding security fencing.

- 3. Utility Easements** – Easements shall be kept clean, unobstructed and be always accessible for utility trucks and equipment. Any trees, plantings or obstructions in easements are subject to damage, or removal, if necessary, in the easement right-of-way, without cost reimbursement to the lot owner. Easements along public streets must be kept free of all plantings or obstructions that will impede a clear view for vehicular traffic.

4. **Foundations** – The height of concrete slab foundations will be at least fourteen (14) inches but not more than twenty-one (21) inches from the top of the street curb. Exceptions will be made only by the ACC.
5. **Location of Houses** – All houses shall be located on the lot perpendicular to the street with the front of the house facing the street. Side streets parallel with the length of the lot are not considered. The location and direction of houses on non-conforming lots may vary but must be approved by the ACC.
6. **Lot Improvements and Buildings** – In general all items Governed by the GVEPOI ACC, whether completed or approved work in progress, are deemed to be “Grandfathered” at the time of these Covenants approval and the item's status is not subject to change by the ACC, or any other entity within GVEPOI, after the date of GVEPOI member's approval. No building or construction materials or supplies shall be parked, permitted, stored, or located upon any street in the subdivision nor on any lot in such a manner or location to be visible to the occupant of other lots within the subdivision or to the users of any street or park; except that building and construction materials in a quantity not in excess of the actually required for improvements of the lot for a period of time with is reasonably necessary for the diligent commencement and completion of the project for which they are required. All construction trash will be removed daily and the building site will be kept in a clean and orderly condition. All lot improvements, concrete drives, patios, patio covers, patio enclosures, structures and fences shall be approved by the ACC prior to construction.
7. **Maintenance** – All lots shall be kept free of debris, inoperative vehicles or wrecked vehicles (only minor repair shall be permitted). Storage of tires, boxes, appliances, etc., in the open lot shall be prohibited.

Yards shall be established in grass or desert lawn (stone). All desert lawns shall be framed in concrete borders. Yards shall be maintained by the owner in an attractive manner year-round. Mowing of overgrown lots or weed control of desert lawn lots shall be directed by the Board of Directors. If lawns are unkept then the cost will be assessed to the lot owner at the current prevailing rate, minimum of One Hundred Dollars (\$100.00) per month. Vegetable Gardens are not permitted unless in an above ground planter or pot.

8. **Sheds and Structures** – Sheds and all other structures on all lots must match existing house and be approved by the ACC. Lots bordering the golf course, all sheds and structures must be attached to a home. For every building, dwelling or other improvement the construction or placement of which is begun on any lot, shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has been partially destroyed or destroyed by fire, hurricane or otherwise, shall be allowed to remain in such state for more than sixty (60) days from the time of such destruction.
9. **Vehicle Parking** – Lot owners shall provide a concrete driveway and pad on their lot for parking of their automobiles and recreational vehicles. The concrete pad for RV storage

must extend from the curb and fully to the extent of the RV and the RV cannot extend beyond the front of the house structure. RV storage parking will be permitted only on lots that permit a concrete pad of ten (10) feet width, width is measured from the house roof overhang and cannot encroach upon surrounding lots. All RV pad construction must be approved by the ACC prior to construction. If there is doubt about lot lines and/or easements, a certified survey must be performed marking lot boundaries. RV cannot extend beyond the front of the house structure. No RV pads/parking on lots that abut the golf course.

Street parking cannot exceed forty-eight (48) hours (Texas Transportation Code 683.002 Abandoned Motor Vehicle).

- 10. Commercial Parking** – No commercial trucks over one-ton capacity shall be parked in Golf View Estates other than for deliveries.
- 11. Radio and Short Wave** – No radio station or shortwave operators or “ham” radio operators of any kind shall operate from any lot or residence. No radio or shortwave antenna will be permitted or erected on any lot or residence. TV antenna, Satellite Antenna (dish) or Broadband Antenna are permitted and you do not need permission to install if located on the rear half of the house and the antenna is less than one (1) meter in diameter. (See 47 C.F.R. Section 1.4000).
- 12. Digging and Drilling** – No digging or drilling on any lot without proper authorization from various utility companies. No oil or natural gas drilling, refining, quarrying, or mining operation of any kind shall be permitted upon or in any lot and no derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot or residence, after said deed has been issued and filed.
- 13. Residential Courtesies** – No obnoxious or offensive activities shall be carried on any lot or on any street nor shall anything be done thereon that shall be or become an unreasonable annoyance or nuisance to the neighborhood. Owners and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other owners, residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors.
- 14. Pets**- No lot owner shall have or permit to have more than two (2) dogs or two (2) cats, or a combination totaling more than two (2). Pets shall not be allowed to run loose and must be controlled. Pet owners shall have the responsibility of keeping their pets quiet and shall pick up waste from their pets. No pets allowed in clubhouse or pool area unless they are service animals. No livestock nor fowl allowed within the subdivision.
- 15. Garbage** - No trash, ashes, garbage or other refuse shall be dumped or stored on any lot in the subdivision. No outside burning of trash or garbage shall be permitted. Builders must keep building sites reasonably clean and free of debris at all times.
- 16. Solar Clothes Drying** – Umbrella clotheslines are allowed but are restricted to the rear

half of residential lots. An umbrella type clothesline must be stored inside when not in use.

- 17. Occupancy** – No lot shall be used for any purpose other than residential purposes and shall be occupied by adults only for single family use. All homeowners leasing properties to tenants are responsible for tenants abiding by the rules developed by the Board of Directors. A child under 18 years of age may visit the property for a period of not more than thirty (30) days in any one calendar year and shall be supervised by the lot owner.
- 18. Signs** – For Sale signs will be supplied by lot owner or realtor. Signs shall not exceed a maximum size of twenty-four (24) inches x thirty-two (32) inches. Signs will contain the following information only: offered by owner; builder; or realtor, and telephone number of seller. No price or any other information will be permitted on sign. An Information/Brochure Box may be attached to the sign, no stand-alone Information/Brochure Boxes are allowed. Political Signs are allowed, but must conform to Texas Property Code 202.009; no larger than four (4) feet x six (6) feet; must be ground mounted; cannot be displayed prior to ninety (90) days before; nor ten (10) days after the date of the election. Only one sign per candidate or ballot item; cannot be attached to trees; buildings; vehicles; light or electric poles; or any other structures. No other signs will be permitted. No signs will display language, graphics, or any display that would be offensive to the ordinary person; or is accompanied by music or other sounds or by streamers or by one or more balloons. The GVEPOI reserves the right to remove any signs that violate any of these restrictions.
- 19. Solar Panels** - All Solar Panel installations must be approved by the ACC prior to the start of installation. Property owners cannot install panels that encroach on lot 131, common property, located within the subdivision. Panels must not extend higher than the roofline, must conform to the slope of the roof, and must be parallel to the roofline. If panels are ground-mounted, they must not extend above the property's fence. Panels must have a frame, a support bracket, or visible piping or wiring that is in a silver, bronze, or black tone.
- 20.** Approved power sources include electric, natural gas, solar. Propane tanks are acceptable for RV's and grills and should not exceed forty (40) pounds

SECTION VIII – Duration and Amendment

- 1. Duration** – The Instruments (Regulations) run with the land and is binding in perpetuity. Regulations set forth herein shall continue and be binding upon Owner, Owner's successors and assigns for a period of twenty-five (25) years (“Primary Term”) from this date.
- 2. Amendment** – These Regulations may be amended, but not terminated, at any time by consent of not less than fifty-one (51) percent of the record owners who have executed these covenants are owners of fee simple title of all lots governed by these covenants in the Subdivision, as such record ownership is reflected by the real Property Records of the County in which the Subdivision property is located.

SECTION IX – Enforcement

- 1. Parties Bound** – These Regulations shall be binding upon Owner, Owner's successors and assigns and all parties claiming by through or under Owner and all subsequent owners of property in the Subdivision, each of whom shall be obligated and bound to observe the terms of this instrument; provided, however, that no such persons shall be liable except with respect to breaches committed during ownership of said property.
- 2. Limitations of Impact on Mortgages** – The violation of any term of provision of this instrument shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against any lot, or any part thereof, but such liens may be enforced as against any and all lots so encumbered.
- 3. Standing and Remedies** – Owner or the owners of any lot or lots in the Subdivision shall have the right to enforce observance or performances of the provisions of this instrument. If any person violates or attempts to violate any term or provision of this instrument, it shall be lawful for the Board of Directors of GOLF VIEW ESTATES PROPERTY OWNER'S INC., to prosecute proceedings at law or in equity against the person violating or attempting to violate any term or provision of this instrument, in order to accomplish any one or more of the following: to prevent the owner, or their tenants, invites or representatives from so doing, to correct such violation; to recover damages; or, to obtain such other relief for such violation as then may be legally available.
- 4. Result of Conflicting Regulations** – These Regulations shall not permit any action or thing prohibited by the applicable zoning laws, or the laws, rules, or regulations of any governmental authority, or by specific restrictive covenants of record. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, restrictive covenants of record, or these Regulations shall govern and control.
- 5. Alternative Dispute Resolution Procedure** – The parties agree to mediate in good faith to resolve any dispute under this instrument before filing a suit for damages.

SECTION X – Miscellaneous

- 1. Attorney's Fees** – Any party subject to this instrument who is the prevailing party in any proceeding, whether it is in negotiation, mediation, arbitration or litigation, against any other party brought under or in connection with this instrument or the subject matter hereof, shall be additionally entitled to recover all costs and reasonable attorney fee, and all other related expenses, including deposition costs, arbitrator and mediator fees, travel and expert witness fee from the non-prevailing party.
- 2. Binding Effect** – This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this instrument.

- 3. Choice of Law** – This instrument shall be subject to and governed by the laws of the State of Texas, including any conflicts-of-law rule or principle that might refer to construction or interpretation to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the County in which the Subdivision plat is recorded.
- 4. Effect of Waiver or Consent** – No waiver or consent, expressed or implied, by any owner to or of any breach or default by any owner in the performance by such owner of the obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such owner of the same or any other obligations of such owner hereunder. Failure on the part of an owner to complain of any act of any owner or to declare any owner in default, irrespective of how long such failure continues, shall not constitute a waiver by such owner of the rights hereunder until the applicable statute of limitation period has run.
- 5. Legal Construction** – In case any one or more of the provisions contained in this instrument shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision here of and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, as used in this instrument, the singular number shall include the plural and the neuter shall include the masculine for feminine gender, and vice versa. The Article and Section headings appearing in the instrument are for convenience or reference only and are not intended, or for any purpose, to limit or define the text of any Article or Section. This instrument shall not be construed more or less favorably between the parties by reason of authorship or origin of language.
- 6. Lien Holder** – The owner and holder (whether one or more) of the lien(s) covering the subject Subdivision property has executed this instrument to evidence their joinder in, consent to, and ratification of the lien of any mortgage made in good faith and for value upon any portion of the subject property, providing however that any mortgage in actual possession, or any purchaser at any mortgagee's foreclosure sale, as well all owners, shall be bound by and subject to these Regulations as fully as any other owners of any portion of the subject property.
- 7. Notices** – Any notice of communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States, mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address shown herein, and if not so shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner shall be effective only if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.
- 8. Recitals** – Any recitals in this instrument are represented by the parties hereto to be accurate, and constitute a part of the substantive agreement.

9. Time – Time is of the essence. Unless otherwise specified, all reference to “days” shall mean and refer to calendar days. days shall exclude all Saturdays, Sundays, and Texas legal banking holidays. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday, or Texas legal banking holiday, then that obligation shall be performable on the next following regular business day.

In witness whereof, declarants have duly executed this **the 7 day of February 2023.**